

# CONTRACT FOR EMPLOYMENT AS CREW MEMBER

THIS CONTRACT for employment as a crew member is entered into between the owners and/or operators of the,

RV DESTINATION and JEFF HATHAWAY (Crew Member)  
This contract sets forth the terms and conditions of Crew Member's employment aboard the vessel.

1. **Term:** This employment contract shall last until end of OPI 2017 season or \_\_\_\_\_ months fishing, including gear storage and maintenance before or after the season/voyage, as required. Any extensions must be mutually agreed in writing.
2. **Crew Share:** Crew member shall be paid 10.5 % of the net proceeds from the sale of the catch of the vessel during this employment contract. No Share shall be paid on pounds caught over quota allowed. The net proceeds from the sale of the catch of the vessel is defined as the gross proceeds from sale of the catch of the vessel less deduction for: (check where applicable)

Food at the rate of \$ per day; 2) ✓ Bait; 3) \_\_\_\_\_ nets, pots, and other fishing gear; 4) ✓ Fuel;

VSJ/H All applicable taxes and fees, including NOAA/NMFS Loan Fees, and Arbitration Organization Fees and Leased Quota Share Fees.

Crew Member's share shall also be reduced by the amount of any draws against crew share. Crew Member understands that this shall be their sole compensation whether or not the vessel completes her season for any reason and furthermore that he/she is responsible for his/her own transportation to and from the vessel.

3. **Discharge/Jumping Ship:** Crew Member agrees that the vessel owners may terminate this employment contract and discharge Crew Member at any time for good cause. Examples of offenses that could result in discharge are insubordination, inefficient or dangerous performance of duties, being absent without leave in port, use of drugs or alcohol aboard vessel or while on duty, or harassing fellow employees. If Crew Member willfully leaves the service of this vessel prior to the completion of the term of this employment contract, he/she shall be entitled to no crew share after the date he/she leaves the vessel, and Crew Member shall be responsible for his/her own transportation expenses from the port where he/she leaves the vessel.
4. **Bonus:** If the Crew Member satisfactorily completes the term of this contract, including removal, storage or maintenance of gear, preparing vessel for moorage and/or subsequent fishing, voyage to port for maintenance, repair or lay-up or any other duties required by vessel-owners of the crew then the Crew Member shall be entitled to a bonus equaling 2 % of the net proceeds, as defined above.
5. **Drugs:** Crew Member acknowledges and understands that NO DRUGS, other than prescription drugs and/or over the counter drugs are allowed onboard the vessel. Accordingly, owners will cooperate fully with public authorities in the criminal prosecution of anyone using or possessing illegal drugs or drug paraphernalia aboard the vessel. Crew Member authorizes the vessel owners and/or the master to at any time search their belongings and quarters. He/she consents to a physical examination as may be required to test for drugs. He/she also agrees that he/she is subject to immediate termination with no rights for further compensation and/or transportation back to Port Where Hired if he/she is found to violate his/her obligations and/or duties under this clause.

JH Initial here by crew member, to acknowledge paragraph 5 has been read and understood.

6. **Obligation to report injury or illness:** As per 46 USC6103 any and all injuries, and/or disabilities and/or illnesses incurred by the Crew Member, must be reported to the vessel owners not later than seven (7) days after the date on which the illness, disability, or injury arose. Failure to comply may preclude Crew Member from collecting compensation for wages, maintenance and cure.
7. **Maintenance:** If Crew Member must leave the vessel due to work-related illness or injury and vessel owner is liable to make maintenance payments, maintenance shall be paid at the rate of \$25.00 per day.
8. **Medical Conditions:** Crew Member warrants that:  
He/She is fit for duty yes ✓ no \_\_\_\_\_  
He/She has no physical disabilities, illnesses or lingering injuries yes ✓ no \_\_\_\_\_

If "NO" on either one please explain in full. Use additional space if necessary: \_\_\_\_\_

Date of Signing: 2-6-2017  
Agreed:

Jeff Hathaway  
Captain

Emergency Phone No.: \_\_\_\_\_

Home Address: \_\_\_\_\_

(Your permanent address; checks and tax information will be sent to this address unless otherwise requested)

Port Where Hired: Seattle  
Agreed:

Jeff Hathaway  
Crew Member (by signing, I acknowledge I have read this entire contract)

Social Security Number: \_\_\_\_\_

Contact Person: SUSAN HATHAWAY

**ADDENDUM:** If Leased Quota Shares are fished, each delivery shall be pro-rated between the vessel's shares and the leased shares.